

**TOWN COUNCIL
MINUTES OF A REGULAR MEETING
MONDAY, JULY 3, 2017**

The Regular Meeting of the Enfield Town Council was called to order by Chairman Kaupin in the Council Chambers of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Monday, July 3, 2017. The meeting was called to order at 7:00 p.m.

PRAYER – The Prayer was given by Councilor Davis.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was recited.

ROLL-CALL – Present were Councilors Cekala, Davis, Edgar, Falk, Kaupin, Lee, Ludwick and Szewczak. Councilors Arnone, Bosco and Deni were absent. Also present were Town Manager, Brian Chodkowski; Town Clerk, Suzanne Olechnicki; Town Attorney, Christopher Bromson; Assistant Director/Business Operations Manager for Public Works, Michael Szlosek

FIRE EVACUATION ANNOUNCEMENT

Chairman Kaupin made the fire evacuation announcement.

MINUTES OF PRECEDING MEETINGS

MOTION #4211 by Councilor Arnone, seconded by Councilor Falk to accept the minutes of the June 19, 2017 Special Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #4211** adopted 8-0-0.

MOTION #4212 by Councilor Falk, seconded by Councilor Cekala to accept the minutes of the June 19, 2017 Regular Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #4212** adopted 8-0-0.

SPECIAL GUESTS

There were no special guests this evening.

PUBLIC COMMUNICATIONS & PETITIONS

There were no comments from the public.

COUNCILOR COMMUNICATIONS & PETITIONS

MOTION #4213 by Councilor Lee, seconded by Councilor Falk to suspend the rules to address under Miscellaneous Items 14 F, G, H, I, and J.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #4213** adopted 8-0-0.

Chairman Kaupin encouraged residents to come to the Town Green for the 33rd Fourth of July celebration on the Town Green from July 7th to July 9th. He stated there will be music, the Taste of Enfield, a parade and fireworks on Sunday evening.

TOWN MANAGER REPORT & COMMUNICATIONS

Mr. Chodkowski stated the Council has within their packets several memos from department heads representing a modified Project Activities Report.

He stated they received communications from Councilors regarding different questions about Manning Road. He noted they are in the process of reaching out to the various departments to get those questions addressed.

He noted there was also a question regarding the scope of the library sidewalk project. He stated that project is complete and was within the scope that was bid. He noted there was concern about the existing blacktop sidewalk on the side of the Central Library, however, that wasn't included in the initial scope, but they will do their best to patch that together.

He stated there is a tax issue with respect to the Thompsonville Fire Department and their motor vehicle mill rate. He noted they sent a letter to the Town on May 11th advising the Town that they did set the rate for that tax, but their intent was not to collect on the motor vehicle tax. He stated based on the available information, the Town properly taxed residents for those motor vehicles based on that rate. He stated his understanding the Thompsonville Fire Commission will be meeting to determine the best method to address that issue.

Councilor Edgar requested an update on the Pearl Street Library concerning a complaint. Mr. Chodkowski stated he assumed that was scheduled, and if it's not done, it will be getting done. He added he will follow up with Councilor Edgar on Wednesday morning via email.

Councilor Falk questioned whether the air conditioning at the library was finished by the end of June. Mr. Chodkowski stated they did receive a report there were a few days slippage in the schedule as a result of asbestos remediation, however, he does not recall that delay as being significant. He stated his belief the system is operational in its basic sense, but he doesn't believe all the control zones are working as designed. He noted he will confirm this Wednesday morning.

TOWN ATTORNEY REPORT & COMMUNICATIONS

There was no formal report.

REPORT OF SPECIAL COMMITTEES OF THE COUNCIL

Enfield High School Renovation Building Committee

Councilor Edgar questioned whether anything has been done about the vandalism at Enfield High School.

Councilors Cekala and Szewczak stated their belief this issue is being addressed internally through administration and in conjunction with the Enfield Police Department.

JFK Pre-Referendum Committee

Councilor Ludwick questioned whether the Council will have the debt estimation before the August meeting. He questioned the State's proposed budget impact on the Town's budget, and Mr. Chodkowski stated he can't predict the State's impact, however, the Director of Finance is working on the debt service and debt schedule in advance of future issuance.

Councilor Lee stated the Development Services Subcommittee has a meeting planned next week, and there will be an agenda and confirmation of that meeting in the next day or two.

Councilor Lee stated the Economic Development Commission met with staff at their meeting in June, and they received an in depth package of a template of the tax increment financing policy, which is the first step a municipality takes before considering any actual TIF District designation, and the policy is somewhat fashioned on what Windsor Locks achieved. He noted Windsor Locks was the first municipality to enact the legislation. He stated more information will be available at the Council's August meeting.

OLD BUSINESS

APPOINTMENTS (TOWN COUNCIL)

MOTION #4214 by Councilor Cekala, seconded by Councilor Edgar to remove Item #24 from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #4214** adopted 8-0-0.

NOMINATION #4215 by Councilor Edgar to appoint Virginia Higley (D) to the Planning & Zoning Commission for a term which expires 12/31/2019.

MOTION #4216 by Councilor Falk, seconded by Councilor Szewczak to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #4216** adopted 8-0-0.

Councilor Szewczak questioned whether any thought has been given to combining Inland/Wetlands and Planning & Zoning since they have difficulty finding independent members for those boards.

Attorney Bromson stated if there's an interest in that, they could look into this and report back at the August or September meeting.

Councilor Edgar stated he disagrees with a combination, however, he would look at it.

Councilor Ludwick questioned whether this would be more efficient with Town staff. Mr. Chodkowski stated there are two things that can be done, i.e., the combination of as many like and similar bodies so they minimize the duplication of always preparing packets. He stated they could also set some hard and fast deadlines in advance of meetings.

Councilor Falk stated he was on Planning & Zoning in the 1980's when it was split, and one of the things he recalled was that meetings were running late into the evening because they were doing double duty, therefore, it was decided to split those bodies. He noted staffing will still be an issue whether it's one or two commissions.

Councilor Edgar stated some people, whose term of office is up, have not been contacted to see if they would renew.

Upon a **ROLL-CALL** vote being taken, the Chair declared Virginia Higley appointed to the Planning & Zoning Commission by an 8-0-0 vote.

All other Old Business items remained tabled.

NEW BUSINESS

Chairman Kaupin stated Item E will be taken up at the August meeting of the Town Council.

ITEMS FOR DISCUSSION

Chairman Kaupin stated Items E & K will be taken up at the August meeting of the Town Council.

MISCELLANEOUS

RESOLUTION #4217 by Councilor Falk, seconded by Councilor Ludwick.

WHEREAS, the Town of Enfield owns a parcel of land known as Lot 69 on Assessor's Map 59; and

WHEREAS, the parcel of land was acquired through foreclosure September 17, 1990; and

WHEREAS, the Town Council must refer the proposed transaction to the Planning and Zoning Commission for a report in conformance with the requirements of Connecticut General Statute 8-24.

NOW, THEREFORE, BE IT RESOLVED, that the proposed acquisition of the two lots is hereby referred to the Planning and Zoning Commission for a report in conformance with the requirements of Connecticut General Statutes 8-24.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #4217** adopted 8-0-0.

RESOLUTION #4218 by Councilor Falk, seconded by Councilor Davis.

RESOLVED, that the Town Manager, Bryan R.H. Chodkowski, is empowered to sign a grant application in the name and on behalf of the Town of Enfield with the Connecticut State Department of Education for FY2017/2018 and FY 2018/2019 and to affix the Corporate Seal.

Councilor Ludwick questioned what is the actual grant amount, and Mr. Chodkowski stated his understanding they apply for an amount they would like from the program, but there's a sliding scale based on the total number of dollars available and the total number of applications.

Councilor Lee questioned how soon the application will be ready, and Mr. Chodkowski stated his belief it's due the end of the month, however, he does not know how long it will take them to process it.

Councilor Lee questioned if the program will be set to the limit of the grant, or do they expect this will be a larger initiative on both the Town's part and the Enfield Public Schools. Mr. Chodkowski stated this program is most likely designed to function around the minimal amount of funding from the State. He added his belief there are some local dollars funding this program. Councilor Lee requested the Town Manager forward the Council the application as soon as it's available.

Councilor Edgar stated the way he read the Governor's budget, all grants will be on hold. He questioned whether this grant will be effected. Mr. Chodkowski stated they can ask

the State about that. He added his assumption the Town would fund it with Town money first, and then wait for the State money to follow. Councilor Edgar questioned what happens if the Town does not get the grant, and Mr. Chodkowski stated the Council will then have to make a decision as to whether or not they continue to fund that program until the grant dollars become available, or whether or not this becomes the first casualty of tough economic times in Hartford.

Councilor Ludwick questioned whether there's a description of what programs the school system is currently running, and Mr. Chodkowski indicated that can be provided.

Chairman Kaupin stated his understanding this is a renewal of an existing program, and Mr. Chodkowski responded that's correct.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #4218** adopted 8-0-0.

RESOLUTION #4219 by Councilor Falk, seconded by Councilor Ludwick.

RESOLVED, that the Town Manager, Bryan R.H. Chodkowski, is empowered to sign a grant application in the name and on behalf of the Town of Enfield with the Connecticut State Department of Education for FY 2017/2018 and FY 2018/2019 and to affix the Corporate Seal.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #4219** adopted 8-0-0.

RESOLUTION #4220 by Councilor Falk, seconded by Councilor Ludwick.

RESOLVED, that the Town Manager, Bryan R.H. Chodkowski, is empowered to sign a grant application, in the name and on behalf of the Town of Enfield with East of the River Action for Substance Abuse Elimination, Inc. for FY 2017/2018 and to affix the Corporate Seal.

BE IT FURTHER RESOLVED, that the Town Manager, Bryan R.H. Chodkowski, is empowered to sign a grant agreement, in the name and on behalf of the Town of Enfield with East of the River Action for Substance Abuse Elimination, Inc. for FY2017/2018 and to affix the Corporate Seal subject to review and approval of the Town Attorney.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #4220** adopted 8-0-0.

RESOLUTION #4221 by Councilor Falk, seconded by Councilor Lee.

WHEREAS, the Town of Enfield was awarded a Federal Highway Administration (FHWA) Grant to conduct activities to provide High Speed Rail Crossing Access to the Connecticut River; and

WHEREAS, the Town has reached an agreement with the FHWA and the State of Connecticut's Department of Transportation to provide such access in a manner acceptable to the funding source; and

WHEREAS, the Town wishes to retain the firm of BL Companies Connecticut, Inc. to perform related engineering and design work which will result in final construction plans and documents; and

WHEREAS, staff has incorporated changes recommended by the Town Attorney in his memorandum dated June 9, 2017; and

WHEREAS, the Agreement is subject to final review and approval by Connecticut Department of Transportation (CONN DOT);

RESOLVED, that subject to CONN DOT approval, the Town Manager, Bryan R.H. Chodkowski, is empowered to enter into the attached Agreement in the name and on behalf of the Town of Enfield, with BL Companies Connecticut, Inc.

Councilor Edgar questioned why this didn't go out to bid. Mr. Chodkowski stated an RFQ was released in March of 2014 to solicit this work, and BL Companies was selected from that RFQ process in 2014, therefore, they were not selected just because they were an existing vendor to the Town.

Mr. Chodkowski stated another question that came up was whether they could confirm that the Town's 20% in this matching grant has been accounted for in the current or previous CIP budget. He explained the project was originally started in 2008, and at that time there was a CIP account that was opened and initially funded, but through a transition in several positions in Public Works and Finance, that account was closed, and they don't have an exact response as to where that money went, but they assume it was deposited back into the General Fund balance, but at this point in time the Finance Director and Deputy Finance Director are looking for the most appropriate place to identify the funds necessary for this element of the project, which is \$118,000.

He stated another question that was raised was whether the Town has been in communication with the railroad, and he noted the answer is yes because the Town is required to obtain a permit from Amtrak, and initial conversations have begun with respect to that permit. He noted when complete, the overpass will be posted that vehicular traffic under the Asnuntuck viaduct will be closed and limited to pedestrian and bike use only. He stated removable bollards will be present for emergency vehicle access.

Mr. Chodkowski stated the last question was whether the bike path would adversely effect the South River Street bridge project, and the answer is no because the South River Street Bridge process improves the functionality of this particular project because it's getting an independent bridge, and the South River Street Bridge will be narrowed, and as a result of that narrowing, that will increase the amount of room available for the bike/pedestrian bridge.

Councilor Edgar questioned the timeframe, and Mr. Chodkowski stated engineering is set to begin later this month. He noted they are under pressure to get this project engineered and built since those funds have been long outstanding.

Councilor Falk requested more details about this project. Mr. Chodkowski stated several years ago there was a direct funding award to the Town for a river access project. He noted at that time it was intended to improve river access for fishing, and there was some design work and conceptual drawings done, but the members of a community meeting expressed their dissatisfaction with the proposed project. He noted the funds sat on the shelf until the Town received a phone call telling the Town they needed to find a use for those funds, or the funds would be taken back. He stated the money had to be used for its initial purpose, which was to improve access to the river, and it was believed that this project was best suited for the use of those funds. He explained they're creating a multi-use recreational path, which will tie into the path that circles Freshwater Pond, and there's also an on-street bike path, which will be connecting to the Windsor Locks trail. He stated this project will connect all of these trails and provide a destination point, which is the end of Main Street where it dead ends at the old bridge abutment.

Councilor Ludwick stated his understanding the \$3.4 million is a federal grant, therefore, the 20% or \$680,000 is something the Town already allocated in prior budgets. Mr. Chodkowski stated the \$3.4 million was the total scope of the project with 20% being the Town's responsibility, and the rest was the direct earmark. He noted several hundred thousand dollars was spent in the initial design and phasing and concepts for the over-the-rail fishing access, therefore, not all of this money still exists today for the Town to spend on this project. He noted the \$118,000 is the Town's portion for engineering, concepts and permits.

Councilor Ludwick questioned who monitors the direct cost, and Mr. Chodkowski stated BL Companies would submit their expenses, and those are reviewed by whoever Public Works has assigned to manage this project.

Councilor Ludwick questioned the next step to actually get the work done, and Mr. Chodkowski stated they would then have a formal bidding process.

Councilor Ludwick questioned if there's a summary of all the on-going grants and projects for the railway-related projects going on in Thompsonville. Mr. Chodkowski indicated that can be provided.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #4221** adopted 7-0-1, with Councilor Edgar abstaining.

PUBLIC COMMUNICATIONS

There were no comments from the public.

COUNCILOR COMMUNICATIONS

Chairman Kaupin stated there will be a car show on Sunday on the lower and upper level parking lots at Town Hall as part of the Fourth of July Town Celebration.

Chairman Kaupin stated the Mt. Carmel Festival is scheduled from Friday, August 4th through Sunday, August 6th.

Chairman Kaupin stated the next meeting of the Enfield Town Council is Monday, August 7, 2017.

ADJOURNMENT

MOTION #4222 by Councilor Falk, seconded by Councilor Davis to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #4222** adopted 8-0-0, and the meeting stood adjourned at 7:48 p.m.

Appended to minutes of July 3, 2017 Regular Town Council Meeting See Page 6

LS Revised 10/22/10; 4/8/14; 11/19/15

AGREEMENT
BETWEEN
Town of Enfield
AND
BL Companies Connecticut, Inc.
FOR CONSULTING ENGINEERING SERVICES
FOR THE DESIGN OF
Connecticut River Access Multipurpose Path

STATE PROJECT NO. 48-190

FEDERAL PROJECT NO. H073(001)

NOTE: ANY ITEM STAMPED "DNA" OR "DOES NOT APPLY" IS HEREBY DELETED PRIOR TO THE EXECUTION OF THIS AGREEMENT WITH THE CONCURRENCE OF THE CONSULTING ENGINEER. ANY REFERENCE TO PRELIMINARY ENGINEERING STUDIES, SCHEDULE A, PARAGRAPH 2 TO BE PERFORMED BY THE CONSULTING ENGINEER SHALL NOT APPLY.

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SEEC FORM 11

MAXIMUM FEES FOR ARCHITECTS, ENGINEERS AND CONSULTANTS

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NOTE: DNA - Does Not Apply

A G R E E M E N T

THIS AGREEMENT has been concluded at Enfield, Connecticut by and between the Town of Enfield, acting herein by Bryan R. H. Chodkowski, its Town Manager, duly authorized, hereinafter referred to as the Municipality, and BL Companies Connecticut, Inc. authorized to practice professional engineering in Connecticut under the provisions of Section 20-306a of the General Statutes of Connecticut, as revised, acting herein by Derek A. Kohl, its Vice President, hereunto duly authorized hereinafter referred to as the Consulting Engineer.

WITNESSETH, THAT,

WHEREAS, the Municipality has entered into an agreement dated June 20, 2017 with the State of Connecticut, Department of Transportation, Bureau of Engineering and Construction, herein after referred to as the State, to participate in the High Priority Projects Program (HPPP) as authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and as defined in Title I, Section 1701 of the Act, and

WHEREAS, the Municipality has determined that because of Municipal manpower requirements, expertise, completion dates and other factors concerning the project, retention of engineering consultants for design services is warranted, and

WHEREAS, the Municipality desired to retain the Consultant to perform professional services for design of the Connecticut River Access Multipurpose Path, and

WHEREAS, the Municipality has received notification of approval by the State of Connecticut to enter into an Agreement to retain professional services.

NOW, THEREFORE, KNOW YE THAT:

THE CONSULTING ENGINEER SHALL:

ARTICLE 1. STANDARD PRACTICES AND REQUIREMENTS

Ascertain the standard practices of the Municipality prior to beginning any of the work on this project. All work required under the terms of this Agreement shall be performed in accordance with these standard practices, and the latest editions and revisions of the following:

1. Connecticut Department of Transportation "Consultant Administration and Project Development Manual".
2. Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, and Incidental Construction" (Form 816) and "Supplemental Specifications to the Standard Specifications for Roads, Bridges, and Incidental Construction" (Form 816).
3. Connecticut Department of Transportation "Highway Design Manual".
4. Connecticut Department of Transportation "Location Survey Manual".
5. Connecticut Department of Transportation "Specifications for Aerial Photography and Photogrammetric Mapping".
6. Connecticut Department of Transportation "Specifications for Checking Photogrammetric Mapping".
7. Connecticut Department of Transportation "Specifications for Monumenting and Mapping of State Highways".
8. Connecticut Department of Transportation "Policies and Procedures for Property Maps".
9. Connecticut Department of Transportation "Guide for the preparation of Section 13a-57 Plans".
10. Connecticut Department of Transportation "Bridge Design Manual", as revised.
11. Connecticut Department of Transportation "Drainage Manual".
12. Connecticut Department of Transportation "Water Resources Coordination and Permit Processing Manual".
13. Connecticut Department of Transportation "On-Site Mitigation for Construction Activities".
14. Connecticut Guidelines for Soil Erosion and Sediment Control.
15. "Connecticut Stormwater Quality Manual".
16. Connecticut Department of Transportation "Geotechnical Engineering Manual".
17. Connecticut Department of Transportation "Manual of Traffic Control Signal Design".
18. Connecticut Department of Transportation "A Policy on the Accommodation of Utilities within the Highway Right of Way".
19. Connecticut Department of Transportation "Public Service Facility Policy and Procedures for Highways in Connecticut".
20. Connecticut Department of Transportation "Standard Drawings".
21. Connecticut Department of Transportation "Bid Description Master File".
22. Connecticut Department of Transportation "Weighted Unit Prices".
23. Connecticut Department of Transportation "CADD/Graphics/GIS Standards Manual".

24. Connecticut Department of Transportation "Bridge Inspection Manual Version 2.1", as revised.
25. Connecticut Department of Transportation "Construction Manual" and Construction Advisories.
26. Connecticut Department of Transportation "A Guide for Public Outreach".
27. Connecticut Department of Transportation "Policy Statement Manual".
28. Directives in the form of "Consulting Engineers General Memoranda" issued by the State prior to the consummation of this Agreement or such other directives and revisions as may be issued by the State during the term of this Agreement.
29. Connecticut Guidelines for Soil Erosion and Sediment Control.
30. U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, December 9, 1991, and all subsequent revisions thereto.
31. U.S. Department of Transportation, Federal Highway Administration, Bridge Inspector's Manual 1990, as revised.
32. U.S. Department of Transportation, Federal Highway Administration, Bridge Inspector's Manual for Movable Bridges, as revised.
33. All Publications of the American Association of State Highway and Transportation Officials (AASHTO).
34. Transportation Research Board "Highway Capacity Manual (Special Report 209)".
35. Transportation Research Board "Other Guides, Reports, etc., related to Highway Design Construction".
36. Rules and Regulations concerning clearance on Railroads - Connecticut Public Utility Control Authority.
37. "Manual on Uniform Traffic Control Devices".
38. "American Standard Practice for Roadway Lighting" - Illuminating Engineering Society, American National Standards Institute.
39. The National Electrical Manufacturer's Association Requirements.
40. Rules and Regulations of the National Fire Protection Association.
41. Manual for Railway Engineering, Volumes 1, 2, 3, and 4, as revised, American Railway Engineering and Maintenance of Way Association.
42. Steel Construction Manual - American Institute of Steel Construction.
43. Standards for Specifying Construction of Airports-US Department of Transportation, Federal Aviation Administration.
44. The Connecticut State Fire Safety Code, current edition including current supplements, as adopted pursuant to CGS 29-292.
45. The Connecticut State Building Code, current edition including current supplements, as adopted pursuant to CGS 29-252.
46. Concrete Pipe Design Manual-American Concrete Pipe Association Publications of Soil Conservation Service.
47. U.S. Geological Survey-Water Supply Publications Hydraulic Engineering Center Publication (USACOE).
48. Building Code Requirements for Reinforced Concrete (ACI318)-American Concrete Institute.
49. Manual for Construction and Maintenance of Track (M.W. 4).
50. National Electrical Safety Code, 1996 edition or (latest revised edition).
51. Rules, Standards and Installations Governing the Installation, Inspection, Maintenance and Repair of Signal Train Control Devices and Appliances issued by the United States Department of Transportation, Federal Railroad Administration, effective 2/27/84 or (latest edition).
52. Instruction for Making Test of Signal Apparatus, Metro North Commuter Railroad C&S2 and Conrail C&S27.
53. Instructions Governing Construction, Maintenance, changes and testing of Signal and Interlocking Systems - Metro-North Commuter Railroad C&S1, C&S1A and C&S2.
54. Special Instructions covering Construction and Maintenance of Signals and Interlocking Conrail C&S23.
55. Federal Railroad Administration Rules, Standards and Instructions for Railroad Signal Systems - Hours of Service.
56. Railway Electrification Guidelines. Canadian Electrical Code Part III (latest edition).
57. All Publications of the American Welding Society (AWS).
58. All Publications of the American Society of Testing and Materials (ASTM).
59. Association of American Railroads, Standard and Practices - Communication and Signal manuals (latest edition).

60. All publications of the American Railway Engineering And Maintenance-of-Way Association (AREMA) (latest edition).
61. Instructive coordination of electric supply and railroad communication/signal systems - principals and practices AAREEI Report.
62. Information and requirements for electric supply below 600 volts, Northeast Utilities, 1993 edition or (latest revised edition).
63. Supplement to Information and Requirements for Electric Supply Approved Metering Equipment 1993 edition or (latest revised edition).
64. U.S. Department of Transportation, Track Safety Standards, Federal Railroad Administration Office of Safety, November 1, 1992 or (latest edition).
65. Department of Transportation P5800.5, 1990 Emergency Response Guidebook.
66. Guidelines and Perimeters of "Item the International Guide to EMC".
67. Federal Register - Volume 56 No. 173/Friday, September 6, 1991, Appendix A to part 37 - "Standards for Accessible Transportation Facilities", ADA Accessibility Guidelines for Buildings and Facilities" or (latest revised edition).
68. Metro-North Commuter Railroad - SF1 "Instructions for the inspection of Bridges and Culverts, December 1988.
69. Bridge Welding Code, American Welding Society (D1.5).
70. In case of conflict between the State and Federal Standards and guidelines listed above, The FHWA standards and guidelines will prevail as the minimum.

ARTICLE 2. SURVEY, ~~PRELIMINARY ENGINEERING STUDIES~~, PRELIMINARY DESIGN, AND FINAL DESIGN

Perform such services, hereinafter described within the before mentioned limits, as are required to perform the survey, ~~preliminary engineering studies~~, preliminary design and final design more specifically described in Schedule A.

The Consulting Engineer shall provide expertise in the environmental sciences, such as, but not limited to, social, economic, and ecological fields in the design of the project.

If applicable, the Consulting Engineer shall employ or have on its staff an engineer of recognized standing in hydraulics acceptable to the State.

ARTICLE 3. SUBSURFACE SOIL AND ROCK INVESTIGATIONS

Arrange for, supervise, inspect, and/or perform test borings, other subsurface investigations and laboratory tests, all as noted in the latest edition and revisions of the "Connecticut Department of Transportation, Consultant Administration and Project Development Manual, September 2008".

If applicable the Consulting Engineer shall employ or have on its staff an engineer of recognized standing in soils or foundation engineering acceptable to the State.

ARTICLE 4. COST ESTIMATES AND SUBMISSIONS

Prepare estimates in accordance with instructions in Connecticut Department of Transportation, Consultant Administration and Project Development Manual, September 2008", unless directed otherwise. The unit prices for all pay items shall be evolved from cost studies of job conditions relating to the individual pay items.

Submissions will be made in accordance with Chapter 300 "Design Development".

Such cost estimates are confidential and accordingly the Consulting Engineer agrees to take all reasonable steps to insure that no such cost data will be allowed to be disclosed to any third party, and that any such disclosure will be deemed a breach of the Agreement and subject the Consulting Engineer to all legal damages arising from said breach.

ARTICLE 5. REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS, DESIGN SERVICES DURING CONSTRUCTION

1. Review, check, and approve when satisfactory, all shop and construction drawings necessary for fabrication, construction, operation, and maintenance of the design prepared by the Consulting Engineer, including those features of construction for which alternate or approved equals are allowed or specified, and whose details do not differ substantially from those shown on the plans or from those specified. This shall include, but not be limited to, all structural details, reinforcing bar lists, architectural details, erection and forming details, and sequence of construction. Payment shall be made in accordance with Article 34.

2. Review, when requested by the Municipality, plans and construction drawings such as falsework, cofferdam construction, sheet piling, and erection procedure submitted by the construction contractor, whether or not required by the latest edition of the "Standard Specifications for Roads, Bridges, and Incidental Construction". Payment shall be made in accordance with Article 34.

3. Perform, when requested by the Municipality and as Extra Work Items, other design services required during construction which are not due to errors or omissions by the Consulting Engineer.

ARTICLE 6. CONSULTATION DURING CONSTRUCTION

1. Make its services available during the construction phase for consultation, advice, and visits to the site of the work and elsewhere as may be directed by the Municipality.

2. Payment for construction and post-construction consultation services, which are not due to errors or omissions by the Consulting Engineer, shall be made in accordance with Article 35.

ARTICLE 7. WORK PERIOD

1. Submit all work stipulated in Schedule A, Paragraph 1 of this Agreement within 90 calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed. A calendar day shall be every day in the week, Saturdays, Sundays, and holidays included.
2. ~~Submit all work stipulated in Schedule A, Paragraph 2 of this Agreement within —calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed.~~
3. Submit all work stipulated in Schedule A, Paragraph 3 of this Agreement within 150 calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed. This time will be concurrent with the time specified in 7.1 above.
4. Submit all work stipulated in Schedule A, Paragraph 4 of this Agreement within 240 calendar days commencing from the date stipulated by the Municipality in a formal notice to proceed.

The Municipality may extend the allotted time beyond the period specified above when the work has been delayed for reasons beyond the control of the Consulting Engineer. The Consulting Engineer may present to the Municipality, in writing, a request for extension of allotted time for completion of the work. The Municipality will evaluate such requests and if the Municipality determines such requests are based on valid grounds, shall grant such extension of time for completion of the work as the Municipality deems warranted. All requests for extension of time must be made prior to the time that the Consulting Engineer is in default. Decisions made by the Municipality relative to the granting of extension of time shall be final and binding.

The Consulting Engineer shall make no charges or claim for damages or additional compensation, including but not limited to, unallocated overhead expenses and/or unallocated home office expenses for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may determine, it being understood, however, that the permitting of the Consulting Engineer to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein.

The Municipality will not consider any proposal by the Consulting Engineer for renegotiation of the lump sum fee for work specified in Schedule A, paragraphs 1, 2, 3 and 4 unless 660 calendar days have elapsed since the initial formal notice to proceed. A proposal may be considered by the Municipality, however, if such proposal is requested by the Municipality.

ARTICLE 8. EXTRA WORK

Make any revisions, additions, deletions, modifications, corrections, substitutions, or changes to the plans or changes in the layout as may be ordered by the Municipality or any of its duly authorized representatives at any time during the life of this Agreement. No additional payment will be made for such revisions, additions, deletions, modifications, corrections, substitutions, or changes to the plans or layout, unless such changes constitute Extra Work.

Extra Work is defined as follows:

- (a) Such additional work as ordered by the Municipality beyond the scope of this Agreement to the extent that such work will not be reflected in the lump sum fee payment specified in this Agreement.
- (b) Such work as shall supersede or revise completed work that has been accepted in writing by the Municipality. Changes such as those to effect refinements in the designs and such as those made necessary by errors, omissions, oversight or neglect on the part of the Consulting Engineer, will not be considered Extra Work.

In the event that changes in the Consulting Engineer's proposed design are suggested which, in the opinion of the Consulting Engineer, would result in Extra Work, it shall immediately submit complete documentation of the claim and upon the Municipality's concurrence shall submit an estimate of the cost for the Extra Work and refrain from working in the area while the Municipality reviews the claim, or proceed otherwise if specifically directed by the Municipality. If approval is denied, the Consulting Engineer shall continue to process the work without delay and payment will be made according to the terms of this Agreement. No work, other than that for which a claim is being reviewed, shall be delayed pending a decision of the Municipality.

Unless the Consulting Engineer identifies and the Municipality acknowledges Extra Work prior to its performance, the Municipality will not be obligated to consider it as Extra Work after the fact.

Classification of any work as Extra Work, and also the method of evaluation of the amount of fee to be paid for such Extra Work, shall be the function of the Municipality, and the Municipality's decision shall be final and binding. Where the extent and cost of work to be performed can be determined in advance with reasonable accuracy, a mutually agreed upon lump sum fee may be the basis for payment. If the Municipality finds that the extent and cost of work to be performed cannot be determined in advance with reasonable accuracy, the payment for Extra Work shall be determined on the basis of the cost to the Consulting Engineer for performing such Extra Work, according to the provision of Schedule D.

Extra Work costs shall be segregated by the Consulting Engineer to facilitate audit at a later date by the State or the Federal Highway Administration.

Extra Work that results in an accumulative fee exceeding the amount specified in Schedule D shall be performed and paid for under a supplemental agreement specifically drawn for this work.

ARTICLE 9. PROGRESS REPORTS

Submit to the Municipality, prior to the first billing for work performed, a progress report showing the percentage of each phase of the required services, based on the negotiated monetary value for each phase. The percentages agreed upon by the Municipality and the Consulting Engineer shall be used in the progress report submitted every calendar month and shall be binding upon the Consulting Engineer, unless adjusted at the discretion of the Municipality. Said progress reports shall be subject to examination and approval of the Municipality and shall be on forms furnished by the Municipality.

ARTICLE 10. INVOICES

Submit to the Municipality invoices for payment on forms furnished by the Municipality in accordance with the then current format, subject to the terms of Articles 31, 32, 33, 34 and 35.

ARTICLE 11. MAINTENANCE AND AUDIT OF RECORDS

The Consulting Engineer agrees to incorporate the entire Maintenance and Audit of Records article of this Agreement, in all subconsultant agreements.

(a) Project Accounts

The Consulting Engineer shall maintain an accounting system that is adequate to segregate and accumulate reasonable, allocable costs and maintain accounts and records in accordance with generally accepted accounting principles consistently applied.

(b) Allowable Costs

The authority for determining allowable costs under the Agreement shall be "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2," which is incorporated herein by reference.

(c) Audit and Inspection of Records

The Consulting Engineer shall permit the authorized representatives of the State, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Consulting Engineer relating to its performance under the Agreement until the expiration of three (3) years after final payment under this Agreement.

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation, upon request, a detailed job cost report of all project costs incurred under this Agreement.

The Consulting Engineer further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes work not exceeding \$25,000.00.

The periods of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the State, the Comptroller General, or any of their duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

In accordance with Title 23 CFR, Chapter 1, Part 172.7(d), the Connecticut Department of Transportation as recipient or subrecipient of federal-aid highway funds, may share the audit information in complying with the Municipality's or subrecipient's acceptance of a Consulting Engineer's overhead rates provided that the Consulting Engineer is given notice of each use and transfer.

(d) Record Retention

The Consulting Engineer agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement including, but not limited to, any records, books, or other documents relative to charges, including charges for Extra Work, alleged breaches of agreement, settlement of claims, soils and foundation services, or any other matter involving the Consulting Engineer's or Subcontractor's demand for compensation by the Municipality for a period of not less than three (3) years from the date of the final payment under this Agreement. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

(e) Annual Audit of In-House Unit Cost Rates

The Consulting Engineer agrees to have a CPA perform an audit of any in-house unit cost rate(s) billed by the Consulting Engineer. The audit shall be performed in accordance with Government Auditing Standards promulgated by the Comptroller General of the United States. The schedule(s) which detail the computation of the audited unit cost rate(s) must present the individual expenses applicable and the actual usage which is the basis for the unit cost rate(s). The audit shall include the CPA's opinion as to whether the statement is fairly presented in accordance with "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2". This audit may be submitted with the audit of indirect costs. Failure to submit this audit will result in any costs billed by the Consulting Engineer for in-house charges to be considered ineligible for reimbursement.

The Consulting Engineer agrees to forward the above audit to the Office of External Audits of the Connecticut Department of Transportation within ninety (90) days following the close of each fiscal year for which the agreement covers.

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation within thirty (30) days of issuance, copies of audits of the in-house unit cost rates issued by other State or Federal Agencies that are performed in accordance with Government Auditing Standards using the criteria for determining acceptable costs contained in "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2".

While it is the intent of the Municipality to rely on the work of the other States, Federal Agencies or independent Certified Public Accountant, the Municipality reserves the right to audit or review any records of the Consulting Engineer, review the working papers of the independent Certified Public Accountant and contact or obtain information from any other State or Federal Agency when in its judgment, the best interests of the Municipality so require.

ARTICLE 12. VISITS TO THE SITE

Make sufficiently frequent visits to the site during all stages of the design to detect changed field conditions, and if required, perform or arrange for additional surveys needed to modify and correct the plans, and adjust the designs as required to insure that the plan and design details are those best suited to the latest existing field conditions.

ARTICLE 13. CONFERENCES AND FIELD REVIEWS

Attend conferences at locations designated by the Municipality for consultation and review of data upon request of any party having direct concern with the project. Field reviews will be held as specified in Connecticut Department of Transportation "Connecticut Department of Transportation, Consultant Administration and Project Development Manual, September 2008". Additional field reviews will be held, if necessary.

ARTICLE 14. ENTRY UPON PRIVATE PROPERTY

Obtain permission to enter upon private property as an agent of the Municipality, from all owners or occupants of property involved in the survey and/or geological investigations for the location, relocation, construction, or reconstruction of any proposed or existing highway when such entry by the Consulting Engineer is required in order to complete this Agreement. The method of obtaining said permission or the procedure to follow if permission of the owner is denied shall be in conformance with current State policy, and the Consulting Engineer shall use care so that no unnecessary damage shall result.

ARTICLE 15. ENTRY SUBJECT TO SECURITY

Assume responsibility for obtaining all necessary permits that may be required and obtain clearance for entry onto any properties subject to security regulations.

ARTICLE 16. REVIEW OF WORK

Permit the Municipality, State Department of Transportation and/or the Federal Highway Administration to review at any time, all work performed under the terms of this Agreement at any stage of the work.

ARTICLE 17. ~~RESPONSIBILITY FOR ACCURACY OF WORK DOES NOT APPLY~~

~~Assume full responsibility for the accuracy of all products of his engineering work produced under this Agreement, including any supplements thereto, and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Professional Engineer's Seal on the Title Sheet(s) of all plans, designs, and/or documents so produced. Each partner who will be performing engineering work under this Agreement shall be registered as a Professional Engineer in Connecticut, throughout the life of this Agreement including any supplements thereto, all in accordance with existing Statutes of the State of Connecticut and the regulations of the State Board of Registration for Professional Engineers and Land Surveyors.~~

~~With prior written approval of the Municipality, the Consulting Engineer shall retain a Connecticut registered Land Surveyor either as a member of his organization or as an independent subcontractor to perform and accept complete responsibility for all survey operations required under this Agreement, including any supplements thereto, all such performance being in strict conformance to all specifications and requirements established herein. Said Connecticut registered Land Surveyor shall assume full responsibility for the accuracy of all products of his surveying work produced under this Agreement, including any supplements thereto and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Land Surveyor's Seal to the Title Sheet(s) of all maps, plans, and/or other documents so produced.~~

ARTICLE 17. RESPONSIBILITY FOR ACCURACY OF WORK

Assume full responsibility for the accuracy of all products of its work under this Agreement including any supplements thereto, and shall so indicate by affixing the Connecticut Certificate of Registration Number for the Corporate Practice of Engineering by a corporation or limited liability company on the Title Sheet(s) of all plans and/or documents, as well as the signature and Connecticut Professional Engineer's Seal of the individual(s) in charge of the work performed under the terms of this Agreement. Each individual listed on the said Connecticut Corporate Certificate of Registration as an engineer or land surveyor for a corporation or limited liability company, or so listed on the subsequently amended Corporate Certificate of Registration, shall be registered as a Professional Engineer or Land Surveyor (whichever is appropriate) in Connecticut, throughout the life of this Agreement including any supplements thereto, all in accordance with existing Statutes of the State of Connecticut and the regulations of the State Board of Examiners for Professional Engineers and Land Surveyors.

With prior written approval of the Municipality, the Consulting Engineer shall retain a Connecticut registered Land Surveyor either as a member of his organization or as an independent subcontractor to perform all survey operations required under this Agreement, including any supplements thereto, all such performance being in strict conformance with all specifications and requirements established herein. The Consulting Engineer shall assume full responsibility for the accuracy of all products of its surveying work produced under this Agreement, including any supplements thereto and shall indicate acceptance of said responsibility by affixing the Connecticut Certificate of Registration Number for the Corporate Practice of Land Surveyors by a corporation or limited liability company, as well as the signature and Connecticut Land Surveyor's Seal of the individual(s) in charge of the work performed, on the Title Sheet(s) of all maps, plans, and/or other documents so produced.

ARTICLE 18. INFORMATION FROM OTHERS

Obtain information pertinent to the design of the project such as maps, plans and documents from other Consulting Engineers, municipalities, public utility companies, local authorities or others engaged in surveying, mapping, designing, including those working on traffic control and other facilities within or adjacent to this project.

ARTICLE 19. RELATIONSHIP WITH OTHERS

Cooperate fully with all representatives of all allied disciplines involved, including, but not necessarily limited to, other Consulting Engineers, State personnel, municipalities, officials, public utility companies and others engaged in surveying, mapping and designing, including those working on traffic control, and other facilities within or adjacent to this project; attend such meetings, discussions, hearings as may be requested from time to time by the Municipality to effectuate this cooperation; and comply with all directives given by the Municipality.

ARTICLE 20. INSURANCE

With respect to the operations performed by the Consulting Engineer under the terms of this Agreement and also those performed for the Consulting Engineer by its subcontractors, the Consulting Engineer will be required to carry for the duration of this Agreement, and any supplements thereto, with the State and Municipality being named as additional insured parties for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to the Municipality. In the event the Consulting Engineer secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, the Municipality and the State of Connecticut shall be named as additional insured.

A. COMMERCIAL GENERAL LIABILITY

The Consulting Engineer shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

C. RAILROAD PROTECTIVE LIABILITY

When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by the Consulting Engineer and/or its subcontractor(s), the Consulting Engineer shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Consulting Engineer shall obtain and submit evidence of the minimum coverage indicated above to the Municipality prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the Municipality.

D. VALUABLE PAPERS AND RECORDS

The Consulting Engineer shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to the Municipality, until the complete design has been accepted by the Municipality, and all original tracings, highway and bridge design computations, survey data, documents or data will have been returned to the Municipality. This will assure the Municipality that all records, papers, maps, statistics, survey notes, all tracings, highway and bridge design and other data or documents will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished by the Municipality or State it shall retain in its possession duplications of all survey plans and field notes. The Consulting Engineer shall retain in its possession duplications of all products of its work under this Agreement, if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000) when the insured items are in its possession, and in the amount of Twenty Thousand Dollars (\$20,000) regardless of the physical location of the insured items.

E. WORKERS' COMPENSATION

With respect to all operations the Consulting Engineer performs and all those performed for the Consulting Engineer by subcontractors, the Consulting Engineer and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

F. EXCESS LIABILITY COVERAGE

Consulting Engineer shall carry Excess Liability Coverage over sections 9A-9D with a minimum \$1,000,000 per occurrence and \$1,000,000 general aggregate. The Municipality reserves the right to request additional coverage contingent upon the scope of the engineering service required.

G. OWNER'S, CONTRACTORS PROTECTIVE LIABILITY

Consulting Engineer shall carry Owner's, Contractors Protective Liability in the amount of \$1,000,000 per occurrence, as required by the Municipality.

H. PROFESSIONAL LIABILITY INSURANCE

Secure and maintain at no direct cost to the Municipality a Professional Liability Insurance policy for errors and omissions in the minimum amount of \$1,000,000 per claim/\$1,000,000 annual aggregate. The Consulting Engineer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Consulting Engineer. The Consulting Engineer may, at its election, obtain a policy containing a maximum \$250,000 deductible clause, but if he should obtain a policy containing such a clause the Consulting Engineer shall be liable, as stated above herein, to the extent of the deductible amount. The Consulting Engineer shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance.

It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the Consulting Engineer agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Consulting Engineer under this agreement.

Failure of the Consulting Engineer to maintain insurance coverage in accordance with the terms of the agreement shall constitute a violation of the agreement, and shall subject the Consulting Engineer to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

I. CERTIFICATE OF INSURANCE

The Consulting Engineer agrees to furnish to the Municipality a Certificate of Insurance on the form(s) provided by the Municipality, in conjunction with Items A, B, C, D, and E above, and a "Certificate of Insurance DOC-001", in conjunction with Item H above, fully executed by an insurance company or companies satisfactory to the Municipality, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Consulting Engineer shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the Municipality. In providing said policies, the Consulting Engineer may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this agreement/contract.

ARTICLE 21. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consulting Engineer shall defend, indemnify and save harmless the Municipality its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance, negligent acts, errors or omissions in the work performed by the Consulting Engineer and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Consulting Engineer and/or any of its subcontractors of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

The Consulting Engineer shall indemnify the Municipality and its officers, agents and employees acting for the Municipality against any liability, including cost and expenses, incurred as the result of the violation of trade secrets, copyright, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this Agreement; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Municipality provides notice to the Consulting Engineer as soon as practicable of any claim or suit, affords the Consulting Engineer an opportunity under applicable laws, rules or regulations to participate in the defense thereof, and obtains the Consulting Engineer's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Consulting Engineer by the Municipality and incorporated in data to which this clause applies.

It is further understood and agreed by the parties hereto, that the Consulting Engineer shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the Municipality and the Consulting Engineer, unless requested to do so by the Municipality. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

ARTICLE 22. CONDITIONS FOR SUBCONTRACT OF WORK

Not subcontract any portion of the work required for the completion of this Agreement without the written approval of the Municipality. The form of the Subcontractor's Agreement shall be as developed by the Consulting Engineer and approved by the Municipality. The Consulting Engineer shall furnish to the Municipality certification of Public Liability and Property Damage Insurance Coverage, including the use of motor vehicles, for the operations to be performed by subcontract. Any work subcontracted by the Consulting Engineer will be paid for by the Municipality at the actual cost to the Consulting Engineer with no additions.

ARTICLE 23. COVENANT AGAINST CONTINGENT FEES

Warrant that it has not employed or retained any company or person other than a bona fide employee working solely for the Consulting Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consulting Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 24. ASSIGNMENT OR TRANSFER OF AGREEMENT

Warrant that it shall not sublet, subcontract, sell, transfer, assign, or otherwise dispose of the Agreement or any portion thereof, or of the work provided for therein, or of his right, title, or interest therein, to any person, firm, partnership, or corporation without the written consent of the Municipality. For breach or violation of the above stipulation the Municipality shall have the right to annul this Agreement without liability.

THE MUNICIPALITY SHALL

ARTICLE 25. PUBLICATIONS AND DATA FURNISHED BY THE MUNICIPALITY

Furnish all publications, prepared by the Municipality or State, noted in Article 1.

ARTICLE 26. CONFERENCES AND FIELD INSPECTIONS

Arrange and hold conferences as may be necessary, including visits to the site and inspection of the work at any time, at the request of any party or parties concerned. Conferences may be held at the office of the Municipality or at such other locations as may be required.

ARTICLE 27. TITLE SEARCH AND PROPERTY MAPS

Furnish title search information and, if required, prepare all property acquisition maps.

ARTICLE 28. ADVERTISING AND AWARDED CONSTRUCTION CONTRACTS

Advertise, receive bids for and award construction contracts for any or all work designed under the terms of this Agreement.

ARTICLE 29. SHOP AND CONSTRUCTION DRAWINGS

Furnish all shop, construction, and working drawings as prepared by the construction contractor that are necessary for the fabrication and construction of the complete design prepared by the Consulting Engineer. However, the Consulting Engineer shall review these details in accordance with Article 5.

ARTICLE 30. DETERMINATION OF EXTRA WORK

Consider as Extra Work that work which the Consulting Engineer is directed to perform beyond the scope and character of this Agreement if the requirements of Article 8 are met. Upon presentation by the Consulting Engineer of a request for payment for such work, the request shall be evaluated by the Municipality and, if found valid, the Municipality shall authorize payment therefore. In the event the Consulting Engineer requests payment for Extra Work which the

Municipality determines is without basis or foundation, the Municipality may reject such request. The decision of the Municipality on the request for payment of Extra Work shall be final and binding. The overall project shall not be delayed pending the decision of the Municipality on such matters.

ARTICLE 31. PROGRESS PAYMENTS

Pay the Consulting Engineer for work performed in accordance with the terms specified herein. The Consulting Engineer may request progress payments for work performed. These requests for payment may be submitted monthly and shall be made on invoice forms supplied by the Municipality. Progress payments will be made by the Municipality on the following basis:

Progress payments for the work specified in Schedule A, paragraphs 1, 2, 3 and 4 will be equal to ninety-seven and one half percent (97½%) of the lump sum fee specified in Schedule B, based on the percentage of completion of work specified in Schedule A, paragraphs 1, 2, 3 and 4.

No request for payment for work required under Schedule A, paragraph 4 shall be certified for payment until the work required under Schedule A, paragraphs 1, 2, and 3 has been completed and accepted by the Municipality, unless otherwise directed by the Municipality.

The Consulting Engineer may request the substitution of securities for retainage in accordance with Connecticut General Statutes Section 3-112a.

ARTICLE 32. FINAL PAYMENT

1. Pay the Consulting Engineer if the Municipality does not award a construction contract for the work covered by this Agreement as specified in Schedule A, Paragraphs 1, 2, 3 and 4 within two (2) years following the acceptance of the completed design as follows:

Pay the Consulting Engineer at the expiration of two (2) years following the receipt of the completed design an amount equal to one hundred percent (100%) of the payment specified in Schedule B for the work performed in accordance with Schedule A, Paragraphs 1, 2, 3 and 4. From the payment thus computed shall be deducted all previous progress payments made to the Consulting Engineer for the work performed as specified in Schedule A. In this case there shall be no payment for the services to be furnished under the requirements of Articles 5 and 6, since work stipulated in these last named Articles will not be required.

2. Pay the Consulting Engineer if the Municipality awards a construction contract or contracts for the work covered by the design specified in Schedule A, Paragraphs 1, 2, 3 and 4 prior to the expiration of two (2) years following the receipt of the completed design as follows:

Pay the Consulting Engineer at the completion of the construction contract or contracts an amount equal to one hundred percent (100%) of the payment specified in Schedule B, for the work performed in accordance with Schedule A, Paragraphs 1, 2, 3 and 4 and make payment for services stipulated in Articles 5 and 6 in conformance with Article 34, Article 35, and Schedule C. From the figure thus obtained there shall be deducted all previous payments.

For the purpose of this paragraph, "completion of the construction contract or contracts", shall be construed to mean when the construction has progressed on each contract or contracts to the extent that it is either opened for normal traffic use or it is deemed by the Municipality to be ready to be opened to normal traffic use and at which time the Municipality determines that the Consulting Engineer has fulfilled all its obligations under the terms of this Agreement.

ARTICLE 33. PAYMENT FOR SOILS WORK

Pay the Consulting Engineer monthly the actual cost to the Consulting Engineer for soils and foundation explorations and soils laboratory tests, based upon approved estimates and invoices furnished by the Consulting Engineer for the work performed under the terms of Article 3 of this Agreement, less all previous payments for this work, and subject to the audit and approval of the Municipality. There shall be no surcharge or retained percentage on these payments.

The cost of the following soils engineering activities shall be considered as included in the payment for work specified in Schedule A, paragraphs 1, 2, and 3, and shall not be included in the payment made to the Consulting Engineer for soils and foundation work noted above.

- (a) Preliminary studies in connection with soils work.
- (b) Supervision, inspection, and staking of pilot boring or other subsurface field investigation areas of work.
- (c) Preparation of soils program.

The cost of the following soils engineering activities shall be considered as included in the payment for work specified in Schedule A, paragraph 4.

- (a) Development of reports, statements, estimates, contracts, and all other work necessary to implement the program approved by the Municipality.
- (b) Supervision, inspection, and staking of boring work.
- (c) Identification of Soils.
- (d) Interpretation of boring data.
- (e) Transporting, storing, and protecting soils and boring data.
- (f) Planning, supervision, and inspection of soils laboratory work.
- (g) Evaluation of all data in connection with soils and foundation explorations and tests.

ARTICLE 34. PAYMENT FOR REVIEW OF SHOP PLANS AND DESIGN SERVICES DURING CONSTRUCTION

Pay the Consulting Engineer as specified in Schedule C for the work to be performed as required in Article 5, paragraphs 1 and 2. The Consulting Engineer may request partial payments for this work when it has completed his review of shop plans or construction drawings of an element of design requiring such review. Any work required under Article 5, paragraph 3, shall be paid for as Extra Work.

ARTICLE 35. PAYMENT FOR CONSULTATION DURING CONSTRUCTION

Pay the Consulting Engineer Two Hundred Eighty Dollars (\$280) for a Principal and Eight Hundred Dollars (\$800) for an engineer including expenses for every eight (8) hour workday authorized by the Municipality. Portions of a day will be prorated to the nearest two (2) hour period.

THE MUNICIPALITY AND THE CONSULTING ENGINEER FURTHER MUTUALLY AGREE:

ARTICLE 36. DEVELOPMENT OF PLANS FROM SURVEY DATA

That the profiles and cross sections for the project may be developed from maps, field notes, and other data obtained by the Consulting Engineer or furnished by the Municipality insofar as such provide adequate coverage and that, if required, additional surveys shall be performed or arranged for by the Consulting Engineer to meet the project requirements for the complete design. Additional surveys shall include, but not necessarily be limited to, surveys to obtain data for changed ground conditions, additional cross sections, supplemental utility information, and bridge grids; also, additional field information required as a result of adjustments in the project layout and design.

ARTICLE 37. REDUCTION OR EXTENSION OF WORK

That the Municipality may limit, reduce, or extend any work proposed by the Consulting Engineer, or at its option, the Municipality may specify the extent and details of the work, perform any or all of the work with Municipality forces or by such other means as the Municipality may desire, with a corresponding decrease in the lump sum fee or an increase approved as Extra Work.

ARTICLE 38. REDUCTION IN SCOPE OF WORK

The Consulting Engineer agrees that should the scope of the work under this Agreement be reduced, it will be reflected in the fees noted in applicable schedules, through negotiations, without requiring a supplemental agreement. The Consulting Engineer further agrees that the Municipality may establish an interim administrative fee for the work under which the Consulting Engineer will continue work during negotiations.

ARTICLE 39. PRIORITY SEQUENCE

That the Consulting Engineer's normal sequence of operations in performing the work under the terms of this Agreement shall be varied, at the direction of the Municipality, to give priority in critical areas so that schedule, right-of-way clearance, and other Municipality commitments, either present or future, can be met.

ARTICLE 40. CONSTRUCTION CONTRACTS

That the design or any portion thereof prepared by the Consulting Engineer under the terms of this Agreement may be part of no more than two construction contracts in which are included items and designs or portions thereof prepared by others in any manner that the Municipality may choose at no additional cost to the Municipality.

ARTICLE 41. OWNERSHIP OF DOCUMENTS AND RIGHTS IN DATA

A. All products of the work, including but not limited to computer programs, associated digital data and documentation thereof created under the terms of this Agreement, as well as all copyright rights in all such products, shall become and remain the property of the Municipality. This shall include all partially completed work in the event that the Agreement is terminated before completion for any reason.

B. (1) The Consulting Engineer shall transfer to the Municipality, as part of the consideration for this Agreement, any and all copyright rights or other proprietary interests which the Consulting Engineer may have in materials ("Work Products") produced by it under the terms of this Agreement; and the Consulting Engineer shall, whenever so requested by (the Municipality), sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the Municipality a letter agreement, in form and content satisfactory to the Municipality, stating that the Consulting Engineer thereby irrevocably transfers to the Municipality all of its copyright and other proprietary rights in the Work Products designated by the Municipality in its related request. The Consulting Engineer agrees not to assert, establish or authorize others (including Subcontractors) to assert or establish any claim to copyright on products or data produced in the performance of this contract.

(2) If deemed appropriate by the Municipality in its sole discretion, the Consulting Engineer shall agree that any or all Work Products shall be deemed a work of joint authorship by the Municipality and the Consulting Engineer for copyright purposes, and shall be registered as such with the United States Copyright Office. The Consulting Engineer hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.

C. The Consulting Engineer shall not engage or allow any party ("Other Party") other than itself or the Municipality to contribute directly to the creation of any Work Product unless the Consulting Engineer has first obtained from said Other Party a written agreement ("Secondary Agreement") containing essentially the same terms as Section B above; i.e., the Other Party

(1) shall agree to transfer to the Municipality any and all copyright or other proprietary rights said Other Party may have in designated Work Products, or, if the Municipality so requests, shall agree to deem such Work Product a work of joint authorship by the Municipality and by Other Party, and, if appropriate, by the Consulting Engineer also; and

(2) shall agree to sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the Municipality any letter agreement ("Letter Agreement") of the kind described in Section B above which the Municipality shall request from it. The Secondary Agreement between the Consulting Engineer and an Other Party shall provide expressly that any such Letter Agreement delivered by the Other Party to the Municipality shall be directly enforceable by the Municipality, and that the execution, delivery, and enforceability of such a Letter Agreement are part of the consideration for the Secondary Agreement.

D. The Consulting Engineer shall not use for purposes other than the performance of this contract, nor shall the Consulting Engineer release, reproduce, distribute or publish any data produced in the performance of this contract nor authorize others to do so, without written permission from the Municipality.

ARTICLE 42. PREQUALIFICATIONS AND RIGHT OF REMOVAL

That the Municipality reserves the right to prequalify every employee of the Consulting Engineer and the Subcontractor(s) working on this project and the salary classification of each. The Municipality further reserves the right to require removal from the project of any person or persons employed by the Consulting Engineer or Subcontractor(s) performing services under this Agreement who in the opinion of the Municipality has misconducted themselves or is incompetent or negligent in the due and proper performance of his duties or who neglects or refuses to comply with the requirements of this Agreement.

ARTICLE 43. CONVERSION TO FEDERAL AID

In the event that Federal Funds become available to finance the construction of this project, the Consulting Engineer shall alter the plans, specifications, and estimates in accordance with the latest requirements for Federal-aid projects. This work shall be considered as Extra Work and payment shall be made in accordance with Article 8.

ARTICLE 44. REVISIONS IN ORGANIZATION OF CORPORATION

That the Consulting Engineer shall notify the Municipality in writing when there is a change in its Connecticut Certificate of Registration for the corporate practice of engineering or land surveying by a corporation or limited liability company in the State of Connecticut or a change in the individual(s) in charge of the work specified herein. Neither change shall relieve the Consulting Engineer of any responsibility for the accuracy and completeness of all products of the work under this Agreement, including any supplements thereto.

ARTICLE 44. ~~REVISIONS IN ORGANIZATION OF PARTNERSHIP DOES NOT APPLY~~

~~That the Municipality, on written notice by the Consulting Engineer of changes in the partnership structure of his organization, may enter into a supplemental agreement with the new partners providing releases are provided to the Municipality from the former partner, or partners, stating that he/she has been compensated in full or that provision has been made for compensation in full for all work performed under terms of this Agreement and a financial statement is submitted showing that solvency of the partnership is maintained. The death of a partner shall not release the partnership from the performance of this Agreement and the remaining functions must be performed by the surviving partner(s) until the terms of this Agreement are fully executed. The withdrawal of any partner from the partnership shall not relieve him from his liability for performance of this Agreement.~~

ARTICLE 45. TERMINATION

That the Municipality, by written notice to the Consulting Engineer, may suspend, postpone, abandon, or terminate this Agreement for the convenience of the Municipality, for violation by the Consulting Engineer of any provision contained in this Agreement, or for any failure by the Consulting Engineer to render to the satisfaction of the Municipality the services required under this Agreement, including any failure to make acceptable progress with work required under this Agreement. Such action on the part of the Municipality shall in no event be deemed a breach of contract. Upon receipt of written notification from the Municipality that this Agreement is to be suspended, postponed, abandoned, or terminated, the Consulting Engineer shall immediately cease operations on work required under this Agreement. Upon receipt of written notification that this Agreement is to be abandoned or terminated, the Consulting Engineer shall also immediately assemble all material which is in its possession or custody and which has been prepared, developed, furnished, or obtained under the terms of this Agreement, and shall transmit the same, together with the Consulting Engineer's evaluation of the cost of the work performed, to the Municipality on or before the fifteenth day following the receipt of written notice of abandonment or termination. Said material shall include, but not be limited to, documents, plans, computations, drawings, notes, records, and correspondence. Upon receipt of this material, the Municipality shall make settlement with the Consulting Engineer in the following manners:

- (a) If the Municipality terminates this Agreement for its convenience, the Municipality shall pay the Consulting Engineer a percentage of the lump sum fee which is specified in Schedules B and C, said percentage to be the same as the percentage of work completed by the Consulting Engineer under this Agreement as of the designated date of termination.
- (b) If the Municipality terminates this Agreement because the Consulting Engineer has failed to fulfill its obligations under the Agreement, the Municipality may complete the work required hereunder by contracting with another party or by any other means, and the Consulting Engineer shall be liable for any additional costs incurred by the Municipality in doing so.
- (c) If the Municipality, after terminating the Consulting Engineer for alleged failure to fulfill its obligations under this Agreement, determines that the Consulting Engineer has not failed to fulfill those obligations, the rights and remedies of the parties shall be the same as if the Municipality had terminated the Agreement for convenience.

In determining the basis for such equitable settlement for items (a), (b), and (c) as indicated above, the Municipality shall take into account any monies owed the Consulting Engineer for work previously performed under this Agreement, less any payments previously made for said work, and the amount of reimbursable expenses incurred by the Consulting Engineer, less any payments previously made, to reimburse the Consulting Engineer for those expenses.

The Consulting Engineer agrees to accept the Municipality's valuation of the work performed under this Agreement, and the Municipality will not be liable for any profit that the Consulting Engineer expected or might have expected to make on portions of the project work that have not been performed.

If postponement, suspension, abandonment, or termination is ordered by the Municipality because it lacks sufficient funding to complete or proceed with the Project, the Consulting Engineer may not make a claim against the Municipality in any form or forum for loss of anticipated profit or for any other reason related to the Project or to this Agreement.

The rights and remedies of the Municipality under this Article are in addition to any other rights and remedies that the Municipality may possess by law under this Agreement.

Decisions of the Municipality on matters discussed in this Article shall be final and binding.

ARTICLE 46. PAYMENT FOR SURVEY, ~~PRELIMINARY ENGINEERING STUDIES~~, PRELIMINARY DESIGN AND FINAL DESIGN

That payment to the Consulting Engineer for survey, preliminary engineering studies, preliminary design, and final design specified in Article 2 and more specifically described in Schedule A, paragraphs 1, 2, 3 and 4 shall be made in accordance with the provisions of Schedule B.

ARTICLE 47. REQUEST FOR FULL PAYMENT OF FEE

That, irrespective of the provisions of Articles 31 and 32 concerning retained fees, the Municipality may for good cause upon request of the Consulting Engineer, release any part of the fee as may be reasoned by the Municipality to be equitable and not in contravention of the Municipality's best interest.

ARTICLE 48. MAXIMUM PAYMENT BY THE MUNICIPALITY

That the total payment by the Municipality to the Consulting Engineer for survey, highway and bridge design, soils and foundation studies, subsurface investigations and explorations, consultation during construction, review of shop drawings, and other work specified by the terms of this Agreement, inclusive of Extra Work, shall not exceed the amount specified in Schedule E, Paragraph 3 unless provided for by means of a supplemental agreement.

ARTICLE 49. AGENT FOR SERVICE OF PROCESS

That the Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Consulting Engineer as its agent for service of process for any action arising out or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.

ARTICLE 50. CERTIFICATION OF CONSULTANT AND CERTIFICATION OF TOWN OF ENFIELD

That the attached Certification of Consultant and Certification of Town of Enfield is hereby made part of this Agreement.

ARTICLE 51. ATTACHMENTS TO AGREEMENT

As a condition to receiving federal financial assistance under the Contract/Agreement, if any, the Consulting Engineer shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement. The attached Schedules A, B, C, D and E are also made a part of this Agreement.

ARTICLE 52. CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT

That in case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern, and that wherever a blank () or the words "DOES NOT APPLY" appears in all copies of this Agreement it is agreed by the parties hereto that this represents a deletion of a condition which does not apply to this contract.

ARTICLE 53. CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

The Consulting Engineer hereby acknowledges and agrees to comply with the Connecticut Required Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities", dated March 3, 2009, a copy of which is attached hereto and made a part hereof.

ARTICLE 54. POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Consulting Engineer agrees that the attached "Policy Statement, Policy No. F&A-19, April 17, 2006 Subject: Policy on Disadvantaged Business Enterprise Program", is hereby made a part of this Agreement. The Municipality advises the Consulting Engineer that failure to carry out the requirements set forth in this Policy Statement shall constitute a breach of contract and may result in termination of this Agreement by the Municipality or such remedy as the Municipality deems appropriate.

The Consulting Engineer shall comply with this provision in accordance with the "Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers for Federal Funded Projects", dated October 16, 2000, attached hereto and hereby made a part of this Agreement.

ARTICLE 55. ~~STATE EMPLOYEE CODE OF ETHICS (DNA)~~

~~—————The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.~~

ARTICLE 56. NOTICE BETWEEN PARTIES TO AGREEMENT

It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) be in writing addressed to:

(i) when the Municipality is to receive such notice -

Mr. Bryan R. H. Chodkowski
Town Manager
Town of Enfield
820 Enfield Street
Enfield, CT 06082

(ii) when the second party (or parties) is (are) to receive such notice-

Mr. Derek A. Kohl
Vice President
BL Companies Connecticut, Inc.

the person(s) acting herein as signatory for the second party (or parties) receiving such notice;

- (b) be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and
- (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

ARTICLE 57. FEE ADJUSTMENT

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Municipality determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

ARTICLE 58. DIRECT COST ITEMS

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy No. F&A-34, April 21, 2005, Subject: Policy on the Acquisition and Inventory of Equipment Purchased by Consultants".

ARTICLE 59. DESIGN SCHEDULE

It is imperative that project schedules be adhered to. The Municipality is completely confident that the Consulting Engineer has both the ability and desire to maintain the project schedule, however, the Municipality advises that project delays by the Consulting Engineer will not be tolerated, and the Consulting Engineer Selection Committee will be informed of Consulting Engineers who do not provide their services in a timely manner. Please communicate to your design team the importance of meeting the project schedule.

Separate calendar time will be allowed for each applicable design phase- ~~Preliminary Engineering~~, Preliminary Design and Final Design. The Consulting Engineer shall not proceed with the initial design phase, or any succeeding design phase, until receiving a letter of authorization for each respective phase from the Municipality.

It is extremely important to insure that the project the Consulting Engineer is designing does not represent a product whose cost exceeds the budget. The Consulting Engineer shall periodically review scope and cost in order to identify any discrepancy between budget and cost estimate for construction. The Municipality shall be advised immediately if the project estimate of construction costs exceeds the budget, so that modifications can be investigated to bring the project back within budget.

ARTICLE 60. SUSPENSION OR DEBARMENT

That Suspended or debarred contractors, Consulting Engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a Municipality contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(1) The signature on the Agreement by the Consulting Engineer shall constitute certification that to the best of its knowledge and belief the Consulting Engineer or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)b. of this certification; and
- d. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Consulting Engineer is unable to certify to any of the statements in this certification, such Consulting Engineer shall attach an explanation to this Agreement.

The Consulting Engineer agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- (a) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 61. PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in Commissioner's Letter dated October 26, 1988 Re: Prompt Payment to Subcontractor(s), a copy of which is attached hereto and made a part hereof.

The Consulting Engineer shall pay the subcontractor for work performed within thirty (30) days after the Consulting Engineer receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all the subcontractor's work.

For the purpose of this Article, satisfactory completion shall have been accomplished when:

- (1) The subcontractor has fulfilled the contract requirements of both the Municipality and the subcontract for the subcontracted work, including the submission of all submittals and audit requirements stipulated in Article 11(f), when applicable, and
- (2) The work done by the subcontractor has been reviewed and accepted by the Municipality and final approval of the subcontractor's work has been determined and agreed upon.

If the Consulting Engineer determines that a subcontractor's work is not complete, the Consulting Engineer shall notify the subcontractor and the Municipality, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Municipality within twenty-one (21) days of the subcontractor's request for release of retainage.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure of the Consulting Engineer to comply with the provisions of this section will be reflected in the "Consultant Performance Evaluation" for future projects.

ARTICLE 62. CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG

The Consulting Engineer understands and agrees that a "Connecticut Department of Transportation Subconsultant Payment Log" Form shall be completed quarterly (January, April, July, and October) and furnished to the Municipality for each subconsultant the Consulting Engineer utilizes under this Agreement. Instructions for completing and processing this Form are stipulated on its reverse side. A copy of said form is included herewith.

ARTICLE 63. GOVERNMENTAL AGENCY EXEMPTION

The Consulting Engineer hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

~~ARTICLE 64. SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE) (DNA)~~

~~The Consulting Engineer shall cooperate with the State in implementing the required contract obligations concerning "Small Contractor" and/or "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 32-9e of the Connecticut General Statutes, as revised. The Consulting Engineer shall comply with this provision in accordance with the "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set-Aside)" dated March, 2001, attached hereto and hereby made a part of this Agreement.~~

~~The State advises the Consulting Engineer that failure to carry out the requirements set forth in said "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set-Aside)" shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.~~

ARTICLE 65. USE OF COMPUTER AIDED DESIGN AND DRAFTING FILE(S)

The Municipality makes no express or implied warranty of any kind with regard to the particular Computer Aided Design and Drafting File(s) provided to the Consulting Engineer under this Agreement, if any, its documentation, or its fitness for any use or purpose, including but not limited to the implied guarantees of fitness for a particular purpose. The Municipality shall not be held liable for errors contained herein, or for any consequential or incidental damages which may arise in connection with the use, performance, duplication, modification, transfer or distribution of these files or copies thereof.

ARTICLE 66. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Consulting Engineer certifies, by signing and submitting this Agreement, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consulting Engineer, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consulting Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consulting Engineer also agrees by submitting its Agreement, that it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 67. CODE OF ETHICS FOR PUBLIC OFFICIALS AND LOBBYISTS

The Consulting Engineer shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

- (a) No person hired by the state as a Consulting Engineer or independent contractor shall:
 - (1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
 - (2) Accept another state contract which would impair the independent judgment of the person in the performance of the existing contract; or
 - (3) Accept anything of value based on an understanding that the actions of the person on behalf of the state would be influenced.
- (b) No person shall give anything of value to a person hired by the state as a Consulting Engineer or independent contractor based on an understanding that the actions of the Consulting Engineer or independent contractor on behalf of the state would be influenced.

ARTICLE 68. ~~STANDARD BENTLEY FILE (DNA)~~

~~————— All CADD related submissions made by the Consulting Engineer will have to comply with the standard Bentley Microstation File format as implemented by the Connecticut Department of Transportation.~~

ARTICLE 69. AMERICANS WITH DISABILITIES ACT

This clause applies to those Consulting Engineers who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Consulting Engineer represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Consulting Engineer to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the Municipality upon notice to the Consulting Engineer. The Consulting Engineer warrants that it will hold the Municipality harmless and indemnify the Municipality from any liability which may be imposed upon the Municipality as a result of any failure of the Consulting Engineer to be in compliance with this Act, as the same applies to performance under this Agreement.

ARTICLE 70. PAYMENT OF RECOVERABLE COSTS DUE THE MUNICIPALITY

The Municipality shall have the right to set off against amounts otherwise due to the Consulting Engineer under this Agreement or under any other agreement or arrangement that the Consulting Engineer has with the Municipality (a) any costs that the Municipality incurs which are due to the Consulting Engineer's non-compliance with this Agreement and (b) any other amounts that are due and payable from the Consulting Engineer to the Municipality. Any sum taken in set-off from the Consulting Engineer shall be deemed to have been paid to the Consulting Engineer for purposes of the Consulting Engineer's payment obligations under Connecticut General Statute Section 49-41c.

ARTICLE 71. EXECUTIVE ORDERS

A. Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Consulting Engineer's request, the Department shall provide a copy of these orders to the Consulting Engineer.

ARTICLE 72. JURISDICTION AND FORUM LANGUAGE

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.

Nothing herein shall be construed to waive any of the State's immunities.

ARTICLE 73. LITIGATION

This Consulting Engineer agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Consulting Engineer further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

ARTICLE 74. CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement/contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice

advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The SEEC Form 11 is attached hereto and hereby made a part of this agreement/contract.

ARTICLE 75. MAXIMUM FEES

The Municipality hereby acknowledges and agrees to comply with the guidelines stipulated in Policy No. F&A-30, dated July 23, 2015; Subject: Maximum Fees for Architects, Engineers and Consultants, which is attached hereto and hereby made a part of this Agreement. Policy No. EX. O. -33, dated June 25, 2015, is also attached hereto and hereby made a part of this Agreement and the guidelines stipulated therein are to be utilized, when applicable, in accordance with this Policy Statement.

The Municipality shall ensure that all parties are in compliance with the audit requirements set forth in Title 23, Section 172 of the Code of Federal Regulations (CFR), as revised, when retaining architects, engineers, and/or consultants.

ARTICLE 76. CORE AGREEMENT/CONTRACT PURCHASE ORDER (DNA)

~~The Agreement itself is not an authorization for the Consulting Engineer to provide goods or begin performance in any way. The Consulting Engineer may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Consulting Engineer providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Consulting Engineer's own risk.~~

WITNESSES:

TOWN OF ENFIELD

Typed Name:

By _____ (Seal)
Bryan R.H. Chodkowski
Town Manager

Typed Name:

Date: _____

BL COMPANIES CONNECTICUT, INC.

Typed Name:

By _____ (Seal)
Derek A. Kohl:

Typed Name:

Date: _____

CONNECTICUT CORPORATE ENGINEERING PRACTICE -- CERTIFICATE OF
AUTHORIZATION NO. JPC. 0000064

SCHEDULE A WORK TO BE PERFORMED REFER TO ARTICLE 2

See Attached Scope of Service:

1. SURVEY

A. GENERAL TERMS AND CONDITIONS

The Consulting Engineer shall perform all work required under the terms of this agreement in metric measurements, unless directed in the Detailed Scope of Work.

The Consulting Engineer, in accordance with all State/Federal manuals (as revised) listed in this agreement, shall accomplish the survey as outlined herein and agreed to in the Detailed Scope of Work.

Either photogrammetric, ground survey or a combination of both methods may be utilized to perform the survey. As applicable, the final survey mapping shall be signed and sealed by a Licensed CT Land Surveyor and/or a Certified American Society of Photogrammetry and Remote Sensing (ASPRS) photogrammetrist. This signature and seal shall be indicative that all work was performed under the direct supervision of the respective professional and that it meets all applicable Department of Transportation specifications.

Where the Consulting Surveyor feels there is a deviation from the Regulations of State Agencies Sections 20-300b-1 through 20 and applicable State/Federal manuals the surveyor shall contact the Office of Central Surveys for clarification regarding the services to be rendered.

B. TYPICAL REQUIREMENTS

Unless otherwise waived by the Office of Central Surveys or revised in the detailed Scope of Work, the following standards and procedures shall be adhered to:

- (a) All deviations from the applicable current C.D.O.T. manuals must be documented and concurred to by the Office of Central Surveys prior to commencement of survey activities.
- (b) All drafting shall be accomplished utilizing current MicroStation cell libraries and graphic standards.
- (c) All survey control networks shall be approved by the Office of Central Surveys prior to the commencement of further mapping phases.
- (d) All mapping shall be prepared three dimensionally with the surface generated utilizing DTM methodology. A Microstation formatted graphic TIN file shall also be submitted as a final deliverable product.
- (e) Monumentation that identifies the location of Highway, Street, Private Property and Easement Lines shall be field located in accordance with Class A-2 horizontal accuracy standards pursuant to Sections 20-300b-1 through 20 of the Regulations of State Agencies. A sufficient amount of actual field located points, in the surveyors professional opinion and as concurred to by the Office of Central Surveys, shall be depicted on all plans or be cause for rejection.
- (f) All new mapping shall be prepared using the Connecticut State Plane Coordinate System (NAD 83) pursuant to Conn. General Statutes 13a-255 unless specifically waived by the Office of Central Surveys.
- (g) All field notes, data collection files, computations and material related to the preparation of mapping along with all final digital mapping files are the property of the State of Connecticut Department of Transportation and must be submitted at the conclusion of survey activities for public record retention.
- (h) Final digital mapping files shall accurately agree with the final delivered signed and sealed mylar plan originals. The Original signed and sealed mylars shall be the actual final mapping product and therefore shall reflect any and all applicable extra work assignments. Failure to comply with this requirement shall be cause for rejection of work and is subject to the withholding of final payments by the Municipality.

2. ~~PRELIMINARY ENGINEERING STUDIES- (DNA)~~

~~Perform the necessary engineering studies and render all services necessary to prepare preliminary sketches and other data more specifically described as follows:~~

- ~~(a) Make a thorough investigation, study, and evaluation of the information and data furnished by the Municipality.~~
- ~~(b) Develop preliminary sketches making such geometric and operational analyses to insure the safest, most efficient and aesthetically acceptable highway arrangement within the project limits, utilizing the following:~~
 - ~~1. Location or design study reports containing a description of the alternatives considered and discussion of the anticipated social, economic and environmental effects for each pointing out the significant differences and reasons supporting the proposed location or design. Prior studies will be listed and the relative consistency of the alternatives with the goals and objectives of any plan that has been adopted by the community concerned.~~
 - ~~2. A report on the analysis and summary of views received concerning the proposed project.~~
- ~~(c) Submit to the Municipality preliminary engineering plans, profiles, typical sections, and supporting data in such detail that the geometric, operational, and intersection features will be clearly defined.~~

~~Comments on the preliminary engineering submission will be withheld until review by the State is complete. Work described in paragraph 3 below for the preliminary design of the project shall not commence until the preliminary engineering submission has been reviewed and approved in writing by the State.~~

3. PRELIMINARY DESIGN

- (a) Submit to the State a proposed baseline(s) necessary for the design of the roadway and its appurtenances. The location of the baseline(s) proposed shall be supported by sufficient vertical control data to enable the State to evaluate the proposed line(s).
- (b) When it is necessary or desirable, in order to prepare a proper preliminary design and estimate, as outlined herein, sufficient pilot borings or other subsurface field investigations are to be obtained where soil conditions may be such that they could affect major portions of the overall project. These borings or other investigations shall be made under the same procedures as for the final detailed soils program.
- (c) Make necessary engineering, architectural and cost studies, in conformance with State policy for the various types of structures, or variations considered suitable for the site involved, with consideration for safety, geometric requirements, environment, aesthetics, and economy.
- (d) In conjunction with this paragraph, the following should be submitted: layouts and/or sketches for each of the studies prepared for the site involved, cost estimates based on estimated quantities, and substantiation for its consideration. The layout and/or sketches should contain, but not necessarily be limited to, such elements as a site Location Plan, a typical elevation of the structure, a typical pier elevation, profiles, a roadway plan, and cross section showing lane arrangements and such dimensions as required to clearly delineate basic geometric and structural dimensions. The substantiation shall contain an analysis of all studies made, a recommendation, and the reasons therefore.

Upon review of this submission, if additional studies are indicated, such studies shall be made.
- (e) Submit a detailed soils program including the extent, type and details of soils foundation and other subsurface investigations and explorations, tests, and analysis necessary for the design of the recommended structures and other construction work required by this project.
- (f) Prepare a preliminary design report outlining design parameters, criteria used, and any other special conditions encountered.

- (g) Submit to the State preliminary plans, profiles, typical sections, and supporting data for the construction of the roadway, bridges, ramps, and appurtenances, all to scales acceptable to the State, and annotated plans to be used by the State at the public hearing.

Comments on the preliminary design will be withheld until review by the State is complete. Work described in paragraph 4 below for the final design of the project shall not commence until the preliminary design has been reviewed and approved in writing by the State, unless otherwise directed.

Under no circumstances shall the Consulting Engineer commence the final design until authorized to do so by the State in writing.

4. FINAL DESIGN

Prepare a complete design, including plans, specifications, computations, quantity and cost estimated, job special provisions, and other documents. Prior to the final structure design, Structure Layout for Design sheets for the structures selected by the State shall be submitted for approval. The plans, specifications, estimates, and all other data shall be developed and submitted by the Consulting Engineer in such a manner that the construction work on this project may be performed under no more than two construction contracts. The actual number of construction contracts shall be developed as directed by the State as the design and clearance of right-of-way progresses or as the State may order. Any adjustment in the number of construction contracts and the items included in the construction contracts or other amendments or revisions as may be directed by the State, shall not be deemed as breach of Agreement or warrant for extra payments, except those in excess of two construction contracts and those which qualify as Extra Work in accordance with Article 8.

The Consulting Engineer shall prepare plans for an Inland-Wetland Permit, Corps of Engineer Permit, and shall prepare the required plans for the submission of the Layout Plan for a state highway as required in Section 13a-57 of the General Statutes of the State of Connecticut.

SCHEDULE B PAYMENT FOR SURVEY, PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN AND FINAL DESIGN REFER TO ARTICLE 46

1. SURVEY
The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 1 shall be \$24,500.00
2. PRELIMINARY ENGINEERING STUDIES
The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 2 shall be \$_____
3. PRELIMINARY DESIGN
The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 3 shall be \$183,200.00
4. FINAL DESIGN
The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 4 shall be \$146,719.00
5. DIRECT COST
The Consulting Engineer may bill direct costs for Environmental lab Fees, Environmental drilling, Environmental equipment rental, Geotechnical drilling, Geotechnical lab fees, Archeology field supplies, postage, printing, and mileage to a maximum of \$35,350.00. The Consulting Engineer and subconsultants may bill direct costs for meals, subsistence and transportation, if applicable, in accordance with the latest State Travel Regulations-State Managers limiting amounts. All mileage, including that for rental cars, will be reimbursed at the current mileage rate only.

All direct costs must be substantiated by receipts and may not exceed the actual cost to the Consulting Engineer.

SCHEDULE C PAYMENT FOR SOILS BORINGS AND TESTING REFER TO ARTICLE 33 PAYMENT FOR REVIEW OF SHOP PLANS REFER TO ARTICLE 34 PAYMENT FOR CONSULTATION DURING CONSTRUCTION REFER TO ARTICLE 35

1. PAYMENT FOR SOILS WORK
The payment to the Consulting Engineer for soils borings and testing, as specified in Article 3, paragraphs 1 and 2 shall be paid in accordance with the provisions of Article 33 if this service is requested by the Municipality.
2. REVIEW OF SHOP PLANS
The lump sum fee payment to the Consulting Engineer for review of shop plans, as specified in Article 5, Paragraphs 1 and 2 shall be paid in accordance with provisions of Article 34 if this service is requested by the Municipality.
3. CONSULTATION DURING CONSTRUCTION
The payment to the Consulting Engineer for consultation during construction, as specified in Article 6, paragraphs 1 and 2 shall be paid in accordance with the provisions of Article 35 if this service is requested by the Municipality. The fee for consultation will be negotiated and paid as extra work if the Town requires these services.

SCHEDULE D PAYMENT FOR EXTRA WORK REFER TO ARTICLE 8

1. The certification of the payroll shall be dated, signed, and read as follows: "I, (Name of Company Official and Title), do hereby certify that during the period covered by this payroll all personnel shown were working on approved Extra Work, and their classification, rate of pay, hours worked, and amount earned is a true and accurate report."
2. The maximum hourly rate for each classification of employee to be used for such purpose shall be as follows and additional classifications if required must be submitted to the Municipality for prior written approval.

CLASSIFICATION OF EMPLOYEE

MAXIMUM HOURLY RATE OF PAY

Classification and rates to be determined during negotiations for Extra Work.

3. A certified percentage of the certified payroll for burden, fringe, and overhead costs will be added to the certified payroll costs. For progress payment purposes, the percentage for burden, fringe, and overhead costs will be determined during negotiations. The percentage will be revised annually based on a State approved audit of burden, fringe, and overhead costs of the previous year's experience. A final adjustment based on a State approved audit will be made to all progress payments reflecting the actual percentage for burden, fringe, and overhead experienced during each calendar year in which the work was performed.
4. To the certified payroll plus burden, fringe and overhead costs shall be added a fixed fee for profit to be determined upon submission of an authorized Extra Work Claim.
5. The fixed fee for profit will not vary with the actual cost of the work but it may be increased by a supplemental agreement if the scope of the work under this Schedule is enlarged. The fee may be decreased without a supplemental agreement if (a) the work under this Schedule is decreased, (b) a termination occurs, or (c) the Agreement is allowed to expire when available State funds are exhausted before the work is completed.
6. Overtime work, when authorized by the Municipality, shall be paid for by the Municipality at "straight time" rates except when otherwise required by law or regulation or when otherwise approved by the Municipality. The surcharge for burden, fringe, and overhead shall be applied only to the "straight time" portion of overtime pay.
7. The total payment for Extra Work shall not exceed \$39,000.00

SCHEDULE E
MAXIMUM PAYMENT BY THE MUNICIPALITY
REFER TO ARTICLE 48

1. PAYMENT FOR SURVEY, ~~PRELIMINARY ENGINEERING STUDIES~~, PRELIMINARY DESIGN, FINAL DESIGN, DIRECT COSTS, SOILS BORINGS AND TESTINGS, REVIEW OF SHOP PLANS AND CONSULTATION DURING CONSTRUCTION

The total payment contained in Schedules B and C for work specified under this Agreement exclusive of Extra Work shall not exceed \$389,769.00

2. EXTRA WORK

The total payment for Extra Work as specified in Schedule D shall not exceed \$39,000.00

3. MAXIMUM PAYMENT BY THE MUNICIPALITY

The total payment for work specified under this Agreement shall not exceed \$428,769.00